

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Baltimore Division**

IN RE

DAVID BO HYEON LIM

**Case No. 09-27116-DWK
Chapter 7 (SAL)**

Debtor

G.E. MONEY BANK,

Movant

v.

Adversary No. 09-00775-DWK

DAVID BO HYEON LIM

Respondents

STIPULATED SETTLEMENT OF COMPLAINT TO DETERMINE

DISCHARGEABILITY OF DEBT

Plaintiff, GE Money Bank (“GE” or “Plaintiff”), by and through undersigned counsel, and Defendant David Bo Hyeon Lim (“Defendant”), by his undersigned counsel, in settlement of the above-captioned adversary proceeding, hereby stipulate as follows:

1. The debt owed by Defendant to Plaintiff with regard to account number xxxx-xxxx-xxxx-7134 in the principal amount of \$7257.04 (“the Debt”) is non-dischargeable pursuant to 11 U.S.C. 523(a)(2)(C), except as further provided.
2. To satisfy the Debt Defendant agrees to pay the sum of \$7,257.04 to the Plaintiff as follows: \$60.00 per month for one hundred twenty (120) consecutive months, with the final payment being in the amount of \$57.04. The first monthly payment shall

be due on or before January 1, 2010, and all subsequent payments shall be due on the first (1st) day of each month thereafter.

3. A monthly payment shall be considered late, delinquent or in default if it is not received within ten (10) days of the due date. Any payments becoming due after Defendant has defaulted on any payment or after Defendant has furnished insufficient funds to Plaintiff shall thereafter be made in the form of money order or certified funds. Plaintiff shall be allowed to contact Defendant directly regarding payment and/or default under this Stipulated Settlement.

4. Defendant shall submit his payments to: GE Money Bank, Attn: Tracy Jefferson, PO Box 103104, Roswell, GA 30076, or any future address designated by Plaintiff in writing. Defendant shall reference the full 15-digit account number on all tendered payments.

5. Defendant may prepay all or any portion of the Settlement Amount at any time without penalty, but a minimum payment of \$60.00 shall be due each month. Any payments made in excess of the required payments shall shorten the Defendant's repayment schedule but shall not, under any circumstances, entitle the Defendant to skip the next scheduled monthly payment.

6. Should the Defendant be considered in default of this Stipulated Settlement as defined above, and fail to cure default within ten (10) days of receiving written notice to do so, Defendant consents to the entry of a judgment against her and in favor of Plaintiff in the principal amount of \$7,257.04, plus costs and attorney's fees, less any payments already tendered under the terms of this Stipulated Settlement, and said judgment shall earn post-judgment interest from the date of entry of Judgment at

the rate provided by Federal law. Plaintiff may add any reasonable costs of collection including, but not limited to, reasonable attorneys' fees and additional costs.

7. Plaintiff remains entitled to distribution from the bankruptcy estate. Any amounts received from the bankruptcy estate in combination with any monies paid by Defendant, which exceed the original account balance, shall be returned to Defendant.

8. If Defendant's bankruptcy is dismissed or discharge is denied, Plaintiff remains entitled to recover the full account balance as of the petition date, less credit given for all amounts received hereunder.

9. Defendant understands that he must advise Plaintiff in writing of any change of address until the stipulated settlement has been satisfied. Defendant's current mailing address is 13135 Hidden Acres Lane, Bishopville, MD 21813.

WHEREFORE, the parties pray this Honorable Court for an Order approving the instant Stipulated Settlement and closing this adversary matter pursuant to the terms and conditions of the Stipulated Settlement.

Respectfully Submitted,

Rosenberg & Associates, LLC

/s/ Mark D. Meyer
Mark D. Meyer, #15070
7910 Woodmont Ave., Suite 750
Bethesda, MD 20814
(301)907-8000
(301)907-8101 (fax)
mmeyer@rosenberg-assoc.com
Counsel for Plaintiff

Sirody, Freiman & Feldman, PC

/s/ Gary S. Poretsky
Gary S. Poretsky
1777 Reisterstown Rd. 360E
Baltimore, MD 21208
Counsel for the Defendant

I HEREBY CERTIFY that the terms of the copy of the Settlement submitted to the Court are identical to those set forth in the original Settlement and the signatures represented by the /s/ _____ on this copy reference the signatures of the parties on the original Settlement.

/s/ Mark D. Meyer
Mark D. Meyer